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Director and Health Officer

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August 3, 2010

TO: Each Supervisor

FROM: Jonathan E. Fielding, M.D., M.P.H. *JE Fielding ms*
Director and Health Officer

SUBJECT: **NOTIFICATION OF THE USE OF DELEGATED AUTHORITY TO EXECUTE
TEN SOLE SOURCE AGREEMENTS FUNDED THROUGH THE AMERICAN
RECOVERY AND REINVESTMENT ACT OF 2009**

This is to notify you that I am exercising the delegated authority approved by your Board on March 2, 2010 to execute sole source agreements with various providers to support two new Department of Public Health (DPH) projects: 1) Renew Environments for Nutrition, Exercise and Wellness in Los Angeles County (RENEW-LAC) and 2) Tobacco Reduction Using Effective Strategies and Teamwork (TRUST).

On April 8, 2010, I notified your Board that I was exercising the delegated authority approved by your Board to accept two Notices of Award (NA) from the Centers for Disease Control and Prevention (CDC), from the American Recovery and Reinvestment Act of 2009 (ARRA), in the total amount of \$32,105,202 for the RENEW-LAC (\$15,920,342) and TRUST (\$16,184,860) projects for the term March 19, 2010 through March 18, 2012. The NAs reflected reductions of \$4,078,463 for RENEW-LAC and \$3,815,137 for TRUST than what DPH originally submitted to the CDC.

New Agreements

Under this authority, I will execute the 10 sole source agreements, 100% funded by the CDC ARRA funds. Attachment A outlines the allocations and total maximum obligations for the ten agreements. The funding amounts of seven agreements have changed; three agreements are unchanged.

In February 2010, the base amounts of five agreements (Los Angeles Universal Preschool, the City of Long Beach Health Department, the City of Pasadena Public Health Department, American Lung Association, and Public Health Policy and Law (PHOPL)) were changed from the amounts in the original grant submission according to reductions in award funding for projects RENEW-LAC and TRUST.

This delegated authority also allows DPH to increase or decrease funding of these agreements up to 30% of the base amounts. Using this delegated authority, the maximum obligations of four agreements (American Lung Association, PHPL, the Rogers Group, and Oxford Outcomes, Inc.) have been revised based on CDC and DPH reviews of the project activities and the feasibility of completing the projects within the grant period.

Contract Revisions

Two of the ten agencies requested modifications to the County's standard contract. Attachment B is a chart that provides details of the revisions.

At its request, three modifications were negotiated with PHPL. The first revision is the deletion of the professional liability requirement, as it does not apply to PHPL. The second is the reduction of the number of days from 90 to 60 days that the Contractor warrants to carry the cost of the program. Third, language was changed to ensure that PHPL will maintain a license to use the literature and/or materials it develops in order to continue to assist other similar programs.

Additionally, a modification was negotiated with the City of Long Beach to clarify that the City will indemnify the County except for willful and/or negligent acts or omissions of the County.

County Counsel and the Chief Executive Office have reviewed and approved the agreements as to form and approved this delegated authority action.

Due to the revisions to the standard contract provisions and program requirements for these two agencies, and consistent with the delegated authority, this notification is to inform your Board of DPH's intent. If no objection is received from the Board by August 6, 2010, DPH will proceed with executing these agreements.

If you have any questions or require additional information, please let me know.

JEF: ev

DA #01538; 01549; 01550;01551; 01556; 01577; 01560

Attachments (3)

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

**PROJECTS RENEW AND TRUST
MAXIMUM OBLIGATIONS**

					TOTAL MAXIMUM OBLIGATION BASE AMOUNT PRESENTED			
	PROJECT RENEW CONTRACTORS	YEAR 1 UPON EXECUTION - MARCH 18, 2011	YEAR 2 MARCH 19, 2011 - MARCH 18, 2012	TOTAL CONTRACT MAXIMUM OBLIGATION	2/16/10 Board Agenda	2/26/10 to Health Deputies	VARIANCE FROM BASE AMOUNT	% UTILIZATION OF DELEGATED AUTHORITY
1	Los Angeles Universal Preschool	200,000	200,000	400,000		400,000	-	0%
2	City of Long Beach DHHS	136,681	175,319	312,000		312,000	-	0%
3	City of Long Beach Dept of Public Works	36,000	36,000	72,000	72,000		-	0%
4	City of Pasadena Public Hlth Dept	80,711	79,289	160,000		160,000	-	0%
	PROJECT TRUST CONTRACTORS							
5	City of Long Beach DHHS	200,000	200,000	400,000	400,000		-	0%
6	City of Pasadena Public Hlth Dept	150,000	150,000	300,000	300,000		-	0%
7	Oxford Outcomes	117,756	-	117,756	150,000		(32,244)	-21%
8	American Lung Assonciation in CA	175,000	200,000	375,000		350,000	25,000	7%
9	*Public Health Policy and Law (for Technical Assistance Legal Ctr)	180,000	205,000	385,000		325,000	60,000	18%
10	Rogers Group	250,000	250,000	500,000	450,000		50,000	11%

Revisions to TRUST Agreements

Contract negotiations with Public Health Policy and Law and City of Long Beach resulted in revisions to the following County's contract and program requirements:

PUBLIC HEALTH POLICY AND LAW

STANDARD PROVISION	REVISION
Agreement	
<u>Professional Liability and Omissions:</u> Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate.	<u>Deleted</u>
Project TRUST Description of Services	
<u>CONTRACTOR'S WARRANTIES:</u> Contractor represents, warrants, and agrees: That Contractor is in good financial standing and will remain so until the subject materials or services are completed and delivered, that Contractor can carry the cost of the program for at least ninety (90) days at any point during the term(s), and that Contractor has the power and authority to execute this Agreement.	<u>CONTRACTOR'S WARRANTIES:</u> Contractor represents, warrants, and agrees: That Contractor is in good financial standing and will remain so until the subject materials or services are completed and delivered, that Contractor can carry the cost of the program for at least <u>sixty (60) days</u> at any point during the term(s), and that Contractor has the power and authority to execute this Agreement.
Additional Provision	
<u>PUBLIC ANNOUNCEMENTS, LITERATURE:</u> Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Agreement, shall have prior written approval from the Director or his/her designee prior to its publication, printing, duplication, and implementation with this Agreement. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgment that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health and other applicable funding sources. Contractor further agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Agreement, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole property of County.	<u>PUBLIC ANNOUNCEMENTS, LITERATURE:</u> Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Agreement, shall have prior written approval from the Director or his/her designee prior to its publication, printing, duplication, and implementation with this Agreement. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgment that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health and other applicable funding sources. <u>Contractor further agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor with respect to (1) the model ordinance requiring point of sale tobacco warnings and (2) the model ordinance requiring litter mitigation fee, shall be the sole</u>

<p>Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractors' rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.</p> <p>With respect to any such items which come into existence after the commencement date of the Agreement, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.</p> <p>For the purposes of this Agreement, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).</p>	<p><u>property of County, although Contractor shall retain an unlimited and irrevocable license to use such material for the purpose of assisting other organizations to fulfill a common mission to decrease tobacco use and reduce exposure to secondhand smoke. With respect to all material developed or acquired by Contractor with respect to (1) the smoke-free housing ordinance and (2) the smoke-free outdoor areas ordinance, County shall receive a license to use such material for the purpose of assisting decreasing tobacco use and reducing exposure to secondhand smoke.</u></p>
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CITY OF LONG BEACH

STANDARD PROVISION	REVISION
<p>Agreement</p> <p>INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.</p>	<p>INDEMNIFICATION: <u>Except for the willful and/or negligent acts or omissions of the County,</u> Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.</p>